Exhibit 2



COMMENCEMENT OF ARBITRATION

NOTICE TO ALL PARTIES

November 19, 2019

RE:

Avenatti, Michael vs. Clifford, Stephanie aka Stormy Daniels

JAMS Ref. No.: 1220063917

Dear Parties:

This confirms the commencement of this arbitration as of the date of this letter. This arbitration shall be conducted in accordance with JAMS Comprehensive Arbitration Rules & Procedures. Pursuant to the rules, no party may have *ex parte* communication with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

All arbitrations at JAMS are conducted in accordance with the attached Arbitration Administrative Policies regarding payment of fees, document retention, and limitations of liability. Due to the nature of its business and size, JAMS may have administered other matters involving the parties, lawyers, or law firms in this case. Enclosed is a summary of such cases administered within the last 5 years.

The parties are encouraged to mutually agree to an Arbitrator. If the parties are unable to mutually agree to an Arbitrator, then using the following list of Arbitrator candidates, each party is to **strike** 2 names and **rank** the remaining candidates in order of preference. The deadline for return of your strike list is close of business on **Monday**, **December 16**, **2019** [Note: Strike lists should not be exchanged amongst the parties.]:

- Hon. Richard D. Aldrich (Ret.)
- Viggo Boserup, Esq.
- Hon. Rosalyn M. Chapman (Ret.)
- Richard Chernick, Esq.
- Hon. Candace Cooper (Ret.)
- Bruce A Friedman, Esq.
- Hon. Rex Heeseman (Ret.)
- Hon. Ann Kough (Ret.)
- Hon. Sheila Prell Sonenshine (Ret.)
- Hon. Rebecca Westerfield (Ret.)

Résumés and rules are available on our website, www.jamsadr.com, or by contacting me.

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If a party fails to respond to the list of Arbitrator candidates by the deadline, that party shall be deemed agreeable to all the proposed candidates. JAMS will then confirm the appointment of the Arbitrator and begin scheduling. If the parties are unable to agree on a date and time, the Arbitrator shall determine those issues.

The Arbitrator, once appointed, shall bill in accordance with their fee schedule. Each party will be assessed a pro-rata share of JAMS fees and expenses, unless JAMS is notified otherwise by the Arbitrator or parties. JAMS will also administer the case consistent with JAMS Cancellation/Continuance policy. Pursuant to this policy, any party who cancels or continues a hearing after the deadline to do so will be responsible for 100% of the professional fees for the reserved and unused time unless we can fill the time with another matter.

Out of State Attorneys in California Arbitrations, please note:

The California legislature, effective January 1, 2007, has changed the process by which out-of-state attorneys may participate in non-judicial arbitrations occurring in California. See www.calbar.ca.gov for requirements.

JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in arbitration.

Contact me at 702-835-7806 or sparreno@jamsadr.com if you have questions. We look forward to working with you.

Sincerely,

Scott Parreno

Scott Parreno Case Manager sparreno@jamsadr.com

Enclosures

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Avenatti, Michael vs. Clifford, Stephanie aka Stormy Daniels Reference No. 1220063917

I, Scott Parreno, not a party to the within action, hereby declare that on December 3, 2019, I served the attached COMMENCEMENT OF ARBITRATION, JAMS ARBITRATION ADMINISTRATIVE POLICIES, JAMS DOCUMENT RETENTION POLICY, JAMS COMMENCEMENT DISCLOSURE REPORT, ARBITRATOR CANDIDATE FEE SCHEDULES on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Las Vegas, NEVADA, addressed as follows:

Thomas D. Warren, Esq.
Daniel Dubin, Esq.
Pierce Bainbridge Beck Price & Hecht LLP
355 South Grand Avenue
44th Floor
Los Angeles, CA 90071
Phone: 213-262-9333
twarren@piercebainbridge.com
ddubin@piercebainbridge.com

Parties Represented: Michael J. Avenatti Guy A. Fortney, Esq.
Clark O. Brewster, Esq.
Brewster & De Angelis PLLC
2617 East 21st Street
Tulsa, OK 74114
Phone: 918-742-2021
Gfortney@brewsterlaw.com
cbrewster@brewsterlaw.com
Parties Represented:

Stephanie Clifford aka Stormy Daniels

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on December 3, 2019.

Scott Parreno

sparreno@jamsadr.com